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T. E. WALL, Manager. TO LET! THE PREMISES OWNED AND Dawaiian Gazette.

WEDNESDAY, SEPTEMBER 30 1885 Supreme Court of the Hawaiian Islands-In Equity, In Banco, July Term 1886. . Gaspas Steva.

or South a. S. McCalle and Preston J. L. 1940 in of the Court to Private A. This is an appeal by the plaintiff from decision of the Vice Chancellor dismiss ng the plaintiffs bill claiming specific

formance of an agreement for the sale land in the district of Wainlan, island

from the plaintiff on account of the purchase, money for the land in question, and said that he had no recollection of Sylva coming to his office about the land. By the affidaval, the witness states that from an examination of his books he finds that the plaintiff on the third of February 1882 paid to the deponent \$200 to pay "oash down" on the purchase of said land and that deponent then agreed to advance the remainder recessary to complete the purchase purce and that at time sub-purchase purce and that at time sub-purchase purce and that at a time sub-purchase purce and that at of February the soil there are the purchase to soil them day of February and the soil that at time sub-purchase purce and that at time sub-purchase purce and that at time sub-purchase purce and that at the plaintiff company in the operation of its lines.

"The defondant day care to the said several instructions, and such exception was dirt allowed.

defendant demes these statements ov make the case any better for the off? Was anything subsequently by the plaintiff before the defendant

cription except that it is situated apai in district of Waialna, and

to ascertain the boundaries or the land nor to agree or ascermount of the purchase money there was allowed to remain and any expense, any contact with the wires of the Hawaiian Bell Telephoce Company, and H. A. Widemann, president of defendant company, and to this "Andrews has in to this "Andrews has in to prepare a deed for him as to prepare a deed for him, ago if when ready?" and remountain the boundaries or the same effect.

"Pratt, superintendant of defendent company, testified that he received and carried out these instructions to the best of his ability, and that the construction of the lines was pattered after that of a referebore company of age of the land nor to agree or ascer-the amount of the purchase money. or was done, in fact it would The decision appealed from is affirfued

A Thurston for plaintiff: A.S. Hartfor defendant, Sviva.

se Court of the Hawaiian Islandsi. West vs. A. B. Keer, A. A. Mostano

Judgment was rendered in favor of the

Montano, garnishee, paid into Court annuary 7, 1884, the sum of seventy five ollars. On the 11th of February, 1884, terr was decreed a bankrupt, and his as-guess B. F. Dillingham and J. G. Spen-er, now claim this sum and the question is whether they or the plaintiff West is excluded in

not be treated as West's. Clearly Vest had drawn the deposit. Kerr's as-ness could not recover it from them.

o draw the money from the registry of W. R. Castle for pleintiff: S. B. Dole r Assignoss of Karr. Honolulu, September 19th, 1885

in Banco. July Term, 1885. Marioni and Marrie vs. C. An Nice and An

The Cover by Judd, C.J. We have carefully considered the exmee in this case and the arguments of sel and see no reason why the decree a Vice Chancellor should be reversed. plaintiff Manoni sought the purchoser and the evidence is strong that he sold the land which was already leased. The inner meindes the pured of land, which the bell alleges was not intended to be acid.

wold. We think the decree should be affirmed W. R. Castle for plaintiffs; A. S. Hart-POSTOFFICE SQUARE, BOSTON. Honolulu September 19th, 1885.

Suprems Court of the Hawaiian Islands-In Equity. In Banco. July Term. 1885. ON THE MOST FAVORABLE TERMS. Sour Choose & Co. 78. The Herconse PLESTATION CO.

y Juli C. J., McCally and Prates . Opinion of the Court by Preston I.

he Chancellor dismissing the plaintiff's all for foreelessive of a mortgage from C. the & Co. to the plaintiffs.

with costs of this appeal A. S. Harrawill and C. Brown for plain tiffs: F. M. Hatch (P. Neumann with him)

Honolnia, September 21st, 1885. Supreme Court of the Hawaiian Islands In Banco. July Term. 1885.

THE HAWAITER BELL TELEPHONE CO. V. THE MUTTAL TELEFFORE CO.

during six months last past, refused to remove its wires free contact with the plaintiff's wires and the plaintiff's wires for a long and any reasonable time etc., for which damages are claimed.

Pollowing is the bill of exceptions.

At the close of the plaintiff's case, and again after the case on bolk sides was closed, the defendant moved the Court to instruct the jury to find a verticel for the defendant on the grown that the plaintiff had shown no power conferred upon it by law, for the construction of its telephone poles and wires, and other flatures, in the streets of Honolulu and vicinity, as alleged in its declaration, which several ity, as alleged in its declaration, which several is lives, in the streets of riconstitut and vaccu-ty, as alleged in its declaration, which several actions were decired; and exception to such lental was duly taken and allowed.

"The plaintiff a charter, fixed herein, was the only evidence on which the plaintiff based its, laim that such power had been conferred

sequent to said third day of February
SSC and prior to the communication of the
int, in the year 1882 or 1883 said Sylva
sine to the office of deponent and deponin their requested him to execute a deed
in their requested him to execute a deed
in the part could not have forseen and prevented,
when instruction the Court refused to give, on then requested him to execute a deed to said Andrews of the premises in question and offered to pay him the purchase rice thereof, and that said Sylva replied heat the would do so, but that he was coming a town in a few works with his wife and hen they would attend to it.

"The Ceurt instructed the jury that it was not sectionable for the defendant to deprive or take away subscribers from the plaintiff by comparison.

empetition.
"There was no evidence tending to show any malice on the yart of the defendant in respect of the acts complained of by the plaintiff. "The evidence on both sides was that the defendant deed the best material in the conthe improvements to the land, show affection of its lines, and there was eviintention by the plaintiff to exdence on the part of the defoudant that some bolding at the agreement we find it instruments were caused by the breaking of a like land in question contains screw, in one listance, of an insulating knot, in another instance, and by the breaking of a screy increase in the order of the interruption except that the list in another instance, and by the blanks in another instance, and by the blanks. n another instance, and by the blowing them of an algoroba tree in another instance. "The defendant's witnesses instilled that the

at Kawalhapai in district of Waialian, and the pirce five deliars per acro.

This agreement was acknowledged by Meadance before Mr. Castle on the 16th diey of June 1882 and it appears to the Court that these words were then added land known as the Rice land sold by Rice to Galack. Undernouth is written seem and ye a memorandum of instructions. This accurage from Gulick to Mendage and the contact and in remedying the same. The conveyance from Gulick to Mendage and the contact and in remedying the same. The conveyance from Gulick to Mendage and the contact and in remedying the same are two pieces. In a conveyance from Gulick to Mendage and the contact and in remedying the same; that the sum of the same are two pieces. In a conveyance from Gulick to Mendage the part of the discover the places of contact and in remedying the same; that said interruptions were caused in part by faults in conduct the from with a construction of defendant's wires being in contage with plaintiff's wires, that Casaidy, plaintiff's superior. The defendant's wires being in contage with plaintiff's wires, that Casaidy, plaintiff's superior. The defendant's wires being in contage with plaintiff's wires, that Casaidy, plaintiff superior. The defendant's wires being in contage with plaintiff's wires, that Casaidy, plaintiff superior. The defendant's wires being in contage with plaintiff's wires, that Casaidy, plaintiff superior. The defendant's wires being in contage with plaintiff's wires, that Casaidy, plaintiff superior. The defendant's wires being in contage with plaintiff's wires, that Casaidy, plaintiff superior. The defendant's wires being in contage with plaintiff's wires, that Casaidy, plaintiff superior. The defendant is pour in six tucles of clear water and pover with a fine cloth, and let the whole feedant's wires being in contage with plaintiff or a few weeks in the sum of a few levels of the same and the fine and the whole stand for a few levels of a few weeks in the liquid becomes thick, when it should be poured in a vial and s

"A Jacger, secretary and treasurer of de-fendant company, testified that his instructions to superintendent Pratt were to avoid, even at

terned after that of a telephone company have been forgotten altogether antiff's then afterney consideration of the whole case also that he did his best is making the lines so of the opinion that the decision of as to avoid contact with plaintiff's lines.

"But be admitted on cross-examinal that if defendant's poles were higher at places of crossing plaintiff's wires or nearer together, danger of contact from sagging of the wires, would be avoided.

BY THE COURT -The first point made by lefendant is that the plaintiff has no legal right to establish telephone lines in Honolulu.

The plaintiff's charter specially yests the cotporation with all the powers, privileges, rights and immunities ment of the Session Laws of 1874, entitled: "A Act for the secouragement and sid of any con-Act reads: "The Minister of the Interior is hereby anthorized and empowered to permit and allow any company new incorporated is any foreign country, or that may be bereafte incorporated in this kingdom, or any foreign country, for the transmission of intelligence by electricity, to construct lines of telegraph upon and along the high ways and public roads,

telephone companies. By this invention, in-telligence is transmitted by electricity. Wires We think that West is entitled to the beng upon poles, erected at intervals along It was paid into Court and might been withdrawn by West, before upter proceedings had been comthat terminated so far as Kerr that telephone companies require more wires observed, would be suspended by the telephone companies require more wires observedings in bunkrupter. But the shee having juid the amount of his that telephone companies require mo and the amount of his err into Court and thus length of the wire. In a telephone, electricity could inability to Kerr. and in use when the Act of 1874 was enacted though we believe they were. The law maker wisely made the Act broad enough to cove suprovements and discoveries to be made b

improvements and discoveries to be made by the researches of scientific men. If the com-pany transmits intelligence by means of elec-tricity, the law allows the erection of poles and the suspension of wires along the streets and roads of this kingdom. The Privy Council in granting plaintiff's charter, construed the Act of 1874, as apply-ing to telephone companies. But this Court, though not bound to follow, without reason, the construction placed by the Privy Council the construction placed by the Privy Counci upon an Act of the Legislature, in cases when the true construction is doubtful, such con struction by the Privy Council is estitled great weight. In the Supreme Court of nited States, the contemporareous and un

form interpretation of an Act of Congress b an executive department is entitled to weight and in a case of doubt ought to turn the scale See Brown es. United States, 113 U.S., 571, (1881.) Numerous decisions of that Court are to the same effect. In Edwards es. Durby, 12 Whoaten, 210, it was said "in the construction of a doubtful and ambiguous law, the confer puraneous construction of those who we called upon to act under the law, and warpointed to carry its provisions into effect, sutified to great respect," and the Court if fused to interfere with such construction of fused to interfere with such construction after it had been acted upon for a long time. See also Atkins vs Disableynating Co. 18 Wall, 272, 31, Supplie vs Fisk, 23 Wall, 374, 382, United States vs. Puph, 98 U. S. 285, United States vs. Puph, 98 U. S. 285, United States vs. Moore 98 U. S. 769, 763.

We feel fully justified in holding that plaintiff a charter authorized it to claim the privilence of the state of the set of 1874.

eges granted by the act of 1874.

II. The act authorizes and empowers to highways and public roads. That he has a permitted and allowed these erections is wi-demored by the fact that they have been spected It is not executed that the plaintiff should ob-

Attac & Go. to the plaintiffs.

Upon reading the pleadings herein and the cribines taken at the hearing and also the various exhibits field we are of opinion that, for many reasons besides those stated by the Chancellor, the ball should be distincted.

The decision of the Chancellor is therefore affirmed and the bill stands dismissed with cross of this agreed.

A S. Hannello of the chancel of a standard with cross of this agreed. with the planetiff's wires or to be interfering with the operation of the plaintiff's instru-ments is especially objected to by defendant's

We think the Court was right. This charge followed legically from the series part of the charge that "though the privileges granted to the plaintiff company were not exclusive, yet it was bound, in the construction of its lines in the construction of the lines. o make a reasonable use of its privileges, my Justice C. J., and Marking J., Opening of the Court per Justice C. J., No. Justice Provide Account of the Court per Justice C. J., No. Justice Provide Account for Court per Justice C. J., No. Justice Provide Account for the court and point on the decision.)

This is no metric to case tried at the July Term, 1860, of this Court. The jury rendered a vertice, for planetiff and the defendant's exceptions arising at the trial were colonisted on briefs by connect in variation. Both planetiff and defendant are incomporated attract makes for purpose of executing poles in

Such planntiff and defendant are incorporated adoptions companies, having lines throughout the tream of Hamelale.

The planntiff allegres that the defendant during twelve mounts pust has errected poles and wires in Hamelale for the purpose of its hundres, the se registerly, carelessity and existing the services but so registerly, carelessity and existingly, that they have come in contact with the planntifs wires, and have interrupted the results of plaintiffs wires and have interfered with planntiffs wires, and have interfered with planntiffs wires, etc., and defendant has will plantiffs wires, etc., and defendant has will triple and the second or interfaced with plantiffs wires, etc., and defendant has will triple and the second or interfaced with plantiffs wires, etc., and defendant has will triple and the second or interfaced or fourth corporation might claim that it could run its lines inherescing or interfacing those

which the jury awarded the dan the complaint "defendant refused to re-

wires for a long and unreasonable time."

This instruction asked for by detendant as defining its limbility, to wit, "that defendant was set liable for any damage which ordinary care and skill on its part could not have foreseen and prevented," does not express its entire liability, for if, even in the construction of Calva.

The agreement is alleged to have seen entered into in the evidence of Men into it appears to have been made in boild its lines especially are specially of that year.

The Vice Chanceller dismissed the bulk on the ground, principally, of laches on the plaintiff on part of the plaintiff in prosecuting his ideasm.

At the bearing before us, an affidivit in the tensel of the plaintiff in prosecuting his ideal and contradicting his testinosty given on the original hearing, or which occasion the original hearing, or which occasion the original hearing, or which occasion the original hearing is testimony given on the original hearing or which occasion the original hearing of the purification of the purification of the plaintiff on account of the purification of the plaintiff on account of the purification of the plaintiff on account of the purification of and obstructive be accidental, temporary, and and obstructive be accidental.

A putty of statch and chloride of sinc bars quickly, and will last as a stopper of des in metals for months. For consenting emery on to wood use equal parts of shellac, white rosin and carbolic soid

crystals; and the acid after the others ar By strongly heating adulterated red lead the ure red lead assumes a yellowish tint, while he impurities (chiefly brick-dust and ferric

Waterproof paper and posteboard as strong as parchiment are now made by treating the shocts, with a solution of oxide of copper in ammonis, so as to partially dissolve a thin file of the paper, which is then dried.

Fision rings should be turned inside as well as outside, so that they will not spring out of true when they are spirt. The time required to turn them inside is not one-tenth part of that required to turn them in the vise if they

warp in being split.
Width of key for shafts up to four inches diameter should be quarter the diameter of the shaft; for shafts 4 to 8 inches diameter, one-fifth of the diameter; for shafts from 8 to 12 inches, one-sixth the diameter. Key square at thick end should have one-third of thickness let in the shafts,

ness let in the shatts.

An iron coment which is unaffected by red heat may be made with four parts by weight iron fillings, two parts clay, one part fragments of Hessian crucible; reduce to the size of rape seed and mix together, working the whole into a stiff paste with a saturated solu-

places of contact and in remodying the same, that he had employed an extra helper at \$50 per month on account of the same, that said interruptions were caused in part by faults in construction of defendant's wires, that said interruptions had distinished since suit was brought.

"A Jacger, secretary and treasurer of defendant company, testified that his instructions to superintendent Prait were to avoid even at any expense, any contact with the wires of the large transfer and the means of the vinegar wake it of the proper consistency to be spread with a brush, apply it while best farm the leather on quickly and press it tighly in place. If a pulley draw and press it tightly in place. If a pulley draw the leather around tightly as possible, lap an

A letter to the editor of the Iron Trade Re A letter to the editor of the Iron Trade Re-vice gives what is stated to be an original re-cipe for making from authracite ashes a pol-ishing powder of such value for polishing machinery. Sift the ashes, fill a pail one-third full of ashes, fill up with water stir well, with one-quarter of a minute for course, one-half minute for medium, three-quarters of a min-ute for fine autistic for five metals, then conute for fine suitable for fine metals; then por off into another vessel to settle. When settle pour off the clear water and dry the sedimer any way you please, in a bikepan on a stove but not too quickly. It is, says the writer the best poissing powder in use, and the cheapest, - Many fartures's frames.

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